

# Northbrook Corporation

SUITE 370 • 2215 SANDERS RD. • NORTHBROOK, IL 60062 • (312) 272-8350

May 28, 1985

Mr. James H. Bayne  
Secretary

Interstate Commerce Commission  
Washington, DC 20423

14651  
RECORDATION NO. \_\_\_\_\_ FILED 1455  
JUN 3 1985 12 00 PM  
INTERSTATE COMMERCE COMMISSION

5-154A050

JUN 3 1985

10.00

Dear Sir:

Enclosed for recordation pursuant to the provisions of Section 11303 of Title 49 of the U.S. Code and the regulations thereunder are the original and one copy of Lease Agreement, a primary document, dated March 25, 1985.

The names and addresses of the parties to the enclosed documents are:

Lessor: HEW Enterprises, Inc.  
2162 Park Ridge Lane  
Sedalia, CO 80135  
Attn: President

Lessee: Northbrook Corporation  
(formerly known as  
Funding Systems Railcars, Inc.)  
2215 Sanders Road, Suite 370  
Northbrook, IL 60062  
Attn: President

A general description of railroad equipment covered by the enclosed document is as follows:

Two (2) covered hoppercars bearing  
the identification marks WSOR 18006  
and WSOR 18007

The original and all extra copies of the enclosed documents should be returned to Ms. Sharon Schumacher of Northbrook Corporation, 2215 Sanders Road, Suite 370, Northbrook, IL 60062.

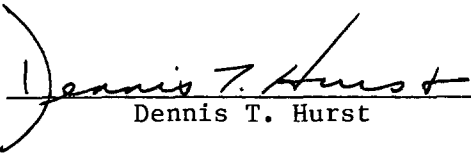
Also enclosed is a remittance in the amount of \$10.00 for payment of recordation fees.

JUN 3 1985

Mr. James H. Bayne  
Interstate Commerce Commission  
May 28, 1985  
Page 2

I am an officer of Northbrook Corporation and have knowledge of the matters set forth herein.

Very truly yours,

By   
Dennis T. Hurst

DTH:pb  
encl.

SENT VIA: Certified Mail

Interstate Commerce Commission  
Washington, D.C. 20423

6/3/85

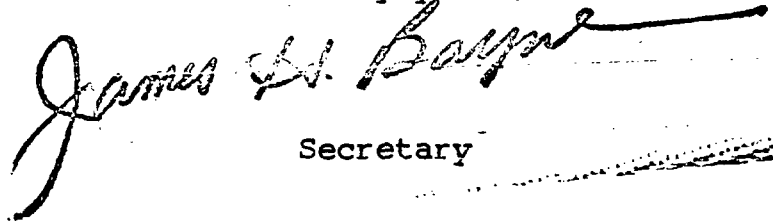
OFFICE OF THE SECRETARY

Sharon Schumacher  
Northbrook Corporation  
2215 Sanders Road, Suite 370  
Northbrook, Illinois 60062

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/3/85 at 12:00pm and assigned re-recording number(s). 14661

Sincerely yours,

  
Secretary

Enclosure(s)

STATE OF ILLINOIS )

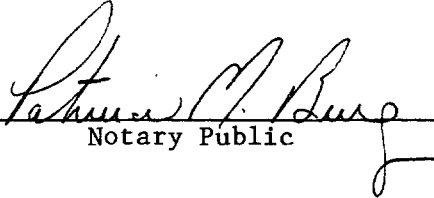
COUNTY OF COOK )

RECORDATION NO. **14661** FILED 1425

**JUN 3 1985 12 00 PM**

INTERSTATE COMMERCE COMMISSION

On this 24th day of May, 1985, I hereby certify that I have compared the attached copy of Lease Agreement between HEW Enterprises, Inc. and Northbrook Corporation dated March 25th, 1985 with the original and have found the copy to be complete and identical in all respects to the original document.

  
\_\_\_\_\_  
Notary Public

My Commission Expires Nov. 5, 1988

14661  
REGISTRATION NO. \_\_\_\_\_ Filed 1425  
JUN 3 1985 12 00 PM  
INTERSTATE COMMERCE COMMISSION

L E A S E

AGREEMENT made and entered into this 25<sup>th</sup> day of March, 1985 between  
MYLE-HIGH RAILCAR SERVICE NEW Enterprises, Inc. *1024*  
(hereinafter called "Lessor") *872*

and

Funding Systems Railcars, Inc.  
(hereinafter called "Lessee")

RECITALS

Lessee desires to lease from Lessor certain railroad cars, hereinafter specifically designated or to be specifically designated, all upon the rentals, terms and conditions as set forth in this Lease.

AGREEMENT

It is agreed:

1. Lease of Cars. Lessor agrees to lease to Lessee and Lessee agrees to and hereby lease from Lessor that number of railroad cars, of the type, construction and such other description (hereinafter referred to as a "Car" or the "Cars") as is set forth in Schedule 1 of this Lease and as is set forth in Schedules which may from time to time be added to this Lease. The Cars covered by this Lease are those which shall be delivered to and accepted by or on behalf of Lessee pursuant to the terms hereof. This Lease shall become effective with respect to any Car as of the date of its delivery and acceptance hereunder and shall continue with respect to such Car for the term provided in the Schedule covering such Car unless sooner terminated as hereinafter provided. At Lessor's expense, Lessor shall deliver Cars to the delivery point specified in the Schedule covering such Cars. From and after such delivery, if any action by Lessee either oral or written cause Cars to be routed in such a manner as to incur transportation cost, Lessee shall pay all costs and expenses on account of transportation or movement of the Cars to and from any place and for any reason whatsoever; except that Lessor agrees to pay all transportation costs when the Cars are moved to and/or from Lessor's maintenance facility or a facility designated by Lessor.

2. Rental. Rental shall be equivalent to the Actual Car Hire multiplied by the percentage stated in the applicable Schedule. For the purpose of this Lease, Actual Car Hire shall be defined as all sums collected on account of the use of the Cars for a given calendar year, including but not limited to mileage earnings, straight car hire and incentive car hire, net of car hire reclaims by railroads or shippers, except when mutually agreed between Lessor and Lessee. Lessee will not be required to make car hire payments while the Cars are on the Lessee's railroads.

Although rental is based on a calendar year, Lessee shall perform an accounting of the Actual Car Hire earned and collected for each individual month during the Lease Term and shall pay rental to Lessor based on such calculations. It is understood, however, that the information which is necessary to perform such calculations is customarily unavailable for use until approximately 90 days following the end of the month in question; therefore, it is agreed that the calculation for each month shall be performed within the 90 day period following the close of each month and payment shall be made to Lessor within 30 days thereafter.

3. Acceptance of Cars. Lessor shall give Lessee notice that some or all Cars covered by a Schedule are ready for delivery, and within five (5) days after arrival at the delivery point specified in the Schedule Lessee may have its authorized representative inspect such Cars at the point of delivery and accept or reject them as being or failing to be in compliance with the terms hereof. Cars so inspected and accepted and any Cars which Lessee does not elect to inspect shall be conclusively deemed to meet all requirements of this Lease and shall be conclusively deemed delivered to and accepted by Lessee.

4. Records. Lessee shall keep records of and monitor the use and movements of all Cars and shall provide to Lessor all information and copies of all records and reports pertaining to the Cars received by Lessee or available to it during normal business hours. Lessor shall have the right at any time and from time to time to audit and verify any such information, records and reports and other data pertinent hereto and Lessee shall cooperate with and assist Lessor in any such audit or verification. Lessee will at Lessor's expense take all appropriate action to record and register the Cars as Lessor may request. In addition, if Lessee knows of the initial loading of any of the Cars, Lessee shall promptly thereafter notify Lessor of the date, handling railroad and destination of such initial loading.

5. Use - Lettering. Lessee shall use the Cars in a careful and prudent manner in compliance with all Interchange Rules and solely for the uses for which they were designed. From and after the delivery of a Car to Lessee, so long as Lessee shall not be in default hereunder, Lessee shall be entitled to the use of the Car for the full term of this Lease, within the continental limits of the United States of America, or in international service as defined under the Internal Revenue Codes. Except for the lettering to be placed on the Cars by Lessor prior to delivery indicating the interest of Lessee, Lessor and any assignee or mortgagee of Lessor as permitted in Paragraph 11 hereof, no lettering or marking shall be placed upon any of the Cars by Lessee except upon the written direction or consent of Lessor. Lessee shall give preference and shall load the Cars prior to loading similar railroad cars leased from other parties or purchased by Lessee subsequent to the date of this Lease or interchanged with the other railroads, provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its obligations to provide transportation

and facilities upon reasonable request to shippers on its railroad tracks, and provided further, Lessee shall not have to give priority to the loading of the Cars at the expense of unreasonably disrupting Lessee's normal operations.

6. Repair Work. Except as otherwise provided herein, Lessor shall at its sole cost and expense perform all Repair Work or authorize or cause same to be done. Lessee shall at its sole cost and expense, perform or cause to be performed all Repair Work required by reason of improper loading procedures and/or the negligence of Lessee or an affiliate of Lessee. Lessee, at Lessor's expense, may make running repairs defined in AAR Interchange Rules to facilitate continued immediate use of a Car, but shall not otherwise make any repair, alterations, improvements or additions to the Cars without Lessor's prior written consent. All Lessor authorized alterations, improvements or additions shall be at the cost and expense of Lessor. Upon notification by other railroad(s) of the need for repair, Lessee will promptly notify Lessor of the need for repair work. Lessor may require Lessee to return Cars, at Lessor's expense, for preventive maintenance or Repair Work, and may withdraw from this Lease any Cars which it in its sole discretion deems uneconomical for Repair Work of any kind. Prior to Lessee remitting to Lessor Lessor's percentage of car hire to which Lessor is entitled pursuant to the applicable Schedule, Lessee shall deduct from Lessor's percentage of car hire the costs and expenses to perform all Repair Work, running repairs and preventive maintenance.

7. Casualty Cars. Lessor shall bear the risk of any Car which is lost, stolen, destroyed or damaged beyond economical repair ("Casualty Car") other than on Lessee's railroads. Lessee shall bear the risk of and be responsible for any Car which is lost, stolen, destroyed or damaged beyond economical repair on its railroads and shall within thirty (30) days after the occurrence of any such event, pay to Lessor the amount provided in the Interchange Rules to be paid for such Casualty Car. This Lease shall terminate as to any Casualty Car on the date on which the casualty occurred. All payments for Repair Work or in connection with the loss of any Casualty Car due from third parties shall be assigned to and belong to Lessor and Lessee shall cooperate with Lessor in the prosecution and collection of all claims therefor.

8. Indemnities. Lessor agrees to indemnify Lessee and hold it harmless from any loss, expense or liability which Lessee may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession, or operation of the Cars while subject to this Lease, excepting only such loss, expense or liability which arises from Lessee's negligence or which arise as a result of the operation of the Cars on Lessee's railroads and Lessee shall indemnify Lessor for such loss, expense or liability. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

9. Taxes. Lessor shall be liable for and pay all Federal, State or other governmental property taxes assessed or levied against the Cars. Lessee shall be liable at all times for and shall pay or reimburse Lessor for payment of (i) all Federal, State or Local sales or use taxes imposed upon or in connection with the Cars, this Lease, or use of the Cars for or under this Lease, (ii) all taxes, duties or imposts assessed or levied on the Cars or this Lease by a foreign country and/or any governmental subdivision thereof and (iii) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars.

10. Termination. This Lease shall terminate upon expiration of its term, at election of either party hereto by reason of the default or breach of the other party in the terms hereof. Lessee shall at the termination of the Lease with respect to any Cars (i) return such Cars to Lessor in the same condition (except to Casualty Cars) in which Cars were furnished and maintained by Lessor during the term hereof, ordinary wear and tear excepted and (ii) remark such Cars with the railroad identification marks designated by Lessor and all such costs and expenses shall be paid by Lessor. Upon the termination of this Lease with respect to any or all Cars, Lessee shall at its sole cost and expense forthwith surrender possession of such Cars to Lessor at any interchange point on the Wisconsin & Southern Railroad and Lessee agrees to use its best efforts to load the Cars toward the point designated by Lessor. Lessee shall provide free storage for a period of up to 90 days for Cars as to which the Lease is terminated. This Lease may be terminated as to all Cars or as to any group of Cars covered by a Schedule without termination of the Lease as to Cars covered by any other Schedule. From and after termination of this Lease with respect to any Car and until its return to Lessor all amounts earned by such Car shall be paid to Lessor as defined in Paragraph 2, "Rental".

11. Sublease and Assignment. The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

(a) Lessee shall have the right to assign or sublease or loan the Cars upon 10 days prior written notice to Lessor.

(b) all rights of Lessor under this Lease may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part and Lessor agrees to give notice to Lessee within 30 days of such assignment, pledge, mortgage, transfer or other such disposition. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage security agreement or equipment trust covering the cars heretofore or hereafter created by Lessor.

If Lessor shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.



The making of an assignment or sublease by Lessee or any assignment by Lessor shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

12. Default. If Lessee or Lessor shall fail to make any payment required hereunder for a period of ten (10) days after written notice that such payment is due or shall breach any representation or warranty contained herein or shall default or fail for a period of 30 days after written notice in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part hereunder, or a proceeding shall have been commenced by or against Lessee or Lessor under any bankruptcy laws, Federal or State, or other laws for the appointment of a receiver, assignee or trustee of Lessee or Lessor or their property, or Lessee or Lessor shall make a general assignment for the benefit of creditors, then and in any of said events, Lessor or Lessee, as the case may be, may in addition to all other rights and remedies provide in law of equity, upon written notice to such effect, terminate this Lease in its entirety or with respect to any group of Cars with respect to which said default has occurred and thereafter recover any and all damages sustained by reason of Lessee's or Lessor's default. The obligation to pay rental then or thereafter due or any other sum or sums due and unpaid or any damages suffered by reason of Lessee's or Lessor's default hereunder shall survive the termination of the Lease and the retaking of the Cars.

13. Definitions. For all purposes of this Lease the following terms shall have the following meaning:

"Repair Work" - all repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in good working order and repair in accordance with and on the effective date of the requirements of all Interchange Rules and preventive maintenance as determined by Lessor to keep and maintain the Cars in good working order and repair.

"Interchange Rules" - all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other interpreted as being applicable to the Cars, adopted and in effect from time to time by the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

14. Representations. Lessee and Lessor respectively covenant, warrant and represent that all of the following matters shall be true and correct at all times that any Car is subject to this Lease:

- (a) Each party is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation and has the corporate power, authority and is duly authorized and qualified to do business wherever it transacts business and such qualification is required, and has corporate power to and has taken all corporate action necessary to enter into this Lease and carry out its obligations hereunder.
- (b) This Lease has been duly executed on behalf of each party and constitutes the legal, valid and binding obligation of the respective parties enforceable in accordance with its term.
- (c) No governmental, administrative or judicial authorization, permission, consent or approval is necessary on the part of either party in connection with this Lease or any action contemplated on its part hereunder, nor will the execution or performance of this Lease violate any law, judgement, order or regulations, or any indenture of agreement binding upon either party; and
- (d) Neither party nor their respective counsel know of any requirements for recording, filing or ~~depositing~~ <sup>new 227</sup> this Lease other than pursuant to ~~Section 11303 of the~~ <sup>new 227</sup> Interstate Commerce Act, which is necessary to preserve or protect the title of Lessor or its assignee or mortgagee in the United State of America. \* USCR Title 49 Section 11303 known as <sup>new 227</sup>

Upon request of Lessor or its assignee or mortgagee at any time or times, Lessee shall deliver to Lessor an opinion of its counsel addressed to Lessor or its assignee or mortgagee, in form and substance satisfactory to Lessor or its assignee or mortgagee, which opinion shall conform the matters set forth in this Paragraph 14 (a) through (d).

15. Miscellaneous.

- (a) This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns to the extent permitted herein.
- (b) Any notice required or permitted to be given by one party to another hereunder shall be properly given when made in writing, deposited in the United States Mail, registered or certified, postage prepaid addressed to:

Lessor at: 2162 Park Ridge Lane  
Sedalia, CO 80135  
Attn: President

Lessee at: 2215 Sanders Road, Suite 370  
Northbrook, IL 60062  
Attn: President

or such other address as either party may from time to time designate by such notice in writing to the other.

- (c) Lessee shall keep the Cars free from any encumbrances or liens, which may be a cloud upon or otherwise affect Lessor's title, which arise out of any suit involving Lessee, or any act, omission or failure of Lessee or Lessee's failure to comply with the provisions of this Lease and shall promptly discharge any such lien, encumbrance or legal process. Lessee shall take all action requested by Lessor to confirm Lessor's interest in the Cars as Lessor and that Lessee has no interest in the Cars other than as Lessee hereunder.
- (d) So long as Lessee is not in default under this Lease, Lessee shall be entitled to the peaceful and quiet possession of the Cars.
- (e) During the continuance of this Lease, Lessor shall have the right at its own cost and expense, to inspect the Cars at any reasonable time or time wherever the Cars may be. Lessee shall, upon request of Lessor, but no more than once every year, furnish to Lessor two (2) copies of an accurate inventory of all Cars in service.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease as of the day and year first above written.

(CORPORATE SEAL)

ATTEST:

By: Sharon L. Schumacher

FUNDING SYSTEMS RAILCARS, INC.

By: Earl C. Greene  
Vice President

(CORPORATE SEAL)

ATTEST:

By: Mary J. K. Webb  
Sec / Treasurer

577  
1/24  
MILE-HIGH/RAILCAR/SERVICE HEW Enterprises, Inc

By: Harvey E. Webb  
Title: President

SCHEDULE 1

Page 1 of Schedule 1 dated March 25<sup>th</sup>, 1985 to Lease dated March 25<sup>th</sup>, 1985  
by and between \*~~Mile-High / Railroad / Service~~ ("Lessor") and Funding Systems  
Railcars, Inc. ("Lessee"). \* HEW Enterprises, Inc. *HEW E22*

TYPE AND DESCRIPTION OF CAR:

3219 c.f. 100-ton covered hoppers built in 1959 with an Umler value  
range of \$12,001 to \$13,000

NUMBER OF CARS:

2

INTERIOR EQUIPMENT

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Sand or other non-corrosive service

REPORTING MARKS AND NUMBERS:

WSOR 18006 and WSOR 18007

OR

WSOX/18006/and/WSOX/18007// *HEW E22*

INITIAL DELIVERY POINT:

Nearest connecting line on the Wisconsin & Southern Railroad

Page 2 of Schedule 1 dated March 25<sup>th</sup>, 1985 to Lease dated March 25<sup>th</sup>, 1985  
by and between Mile-High/Railcar/Service ("Lessor") and Funding Systems  
Railcars, Inc. ("Lessee"). \* HEW Enterprises, Inc. *WCH ELD*

LEASE TERM:

*ONE (1) YEAR. ELD WCH*  
~~Two (2) Years.~~ Will automatically continue  
month to month unless cancelled upon 30 days  
prior written notice by either party.

LESSOR'S PERCENTAGE OF  
CAR HIRE RECEIVED:

50% offline earnings

(CORPORATE SEAL)

ATTEST:

By: Sharon L. Schumacher

FUNDING SYSTEMS RAILCARS, INC.

By: Eal R. Freeman  
Title: Vice - President

(CORPORATE SEAL)

ATTEST:

By: Mary J. Webb  
Sec / Treasurer

*ELD WCH*  
MILE-HIGH/RAILCAR/SERVICE HEW Enterprises, Inc.

By: Harvey E. Webb  
Title: President

EXHIBIT A

Exhibit A to Schedule 1 dated March 25<sup>th</sup>, 1985 to Lease dated March 25<sup>th</sup>, 1985 by and between ~~Mile-High/Railcar/Service~~ ("Lessor") and Funding Systems Railcars, Inc. ("Lessee"). \* HEW Enterprises, Inc. *HEW ETD*

CERTIFICATE OF ACCEPTANCE

Mr. Harvey E. Webb  
~~Mile-High/Railcar/Service~~ HEW Enterprises, Inc. *HEW ETD*  
2162 Park Ridge Lane  
Sedalia, CO 80135

Gentlemen:

The undersigned, being a duly authorized representative of Lessee, hereby accepts \_\_\_\_\_ (\_\_\_\_) Cars bearing numbers as follows:

for the Lessee pursuant to the Lease and certifies that each of said Cars is plainly marked in stencil on both sides of each Car with the words

~~MILE-HIGH RAILCAR SERVICE~~ HEW Enterprises, Inc. *HEW*  
OWNER AND LESSOR

Title to this Car subject to documents recorded  
under ~~Section 200 of~~ Interstate Commerce Act  
\* USCR Title 49 Section 11303 known as the *HEW*

in readily visible letters not less than one inch (1") in height; and that each of said Cars conforms to, and fully complies with the terms of said Lease and is in condition satisfactory to the Lessee. If the Lessee is a railroad, Lessee hereby certifies that it is an interstate carrier by rail and that the Cars are intended for actual use and movement in interstate commerce.

\_\_\_\_\_  
Lessee

STATE OF

Colorado

COUNTY OF

Douglas

SS.

On this 25 day of April, 1985 before me personally appeared Harvey E. Webb, to me personally known, who, being by me duly sworn, said that he/she is an authorized officer of INTERNATIONAL RATIONARY SERVICE HEW Enterprises, Inc. that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation. 184  
87

Vickie A. Goodburn  
Notary Public

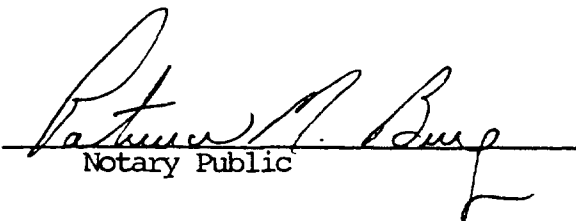
[Notary Seal]

My commission expires:

Sept. 7, 1988

STATE Illinois )  
COUNTY OF Cook )

On this 13th day of May, 1985, before me personally appeared Earl L. Freeman, to me personally known, who, being by me duly sworn, says that he/she is Vice President - Marketing of Northbrook Corporation (formerly known as Funding Systems Railcars, Inc.), that the foregoing instrument was signed on behalf of said corporation by proper authority therefor, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires Nov. 5, 1988



ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973  
(202) 393-2266  
FAX (202) 393-2156

OF COUNSEL  
URBAN A. LESTER

RECORDATION NO. **20340** FILED 10/29/96  
OCT 29 1996 1:22 PM

October 29, 1996

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Memorandum of Master Equipment Lease Agreement No. 7707987, dated as of October 16, 1996, and that certain Lease Schedule No. 001, dated as of October 28, 1996 attached and incorporated by reference thereto, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: Pitney Bowes Credit Corporation  
201 Merritt Seven  
Norwalk, Connecticut 06856-5151

Lessee: Albright & Wilson Americas Inc.  
Lake Brook Drive  
Glen Allen, Virginia 23060

A description of the railroad equipment covered by the enclosed document is:  
nine (9) railroad tank cars identified in Exhibit A attached to the Memorandum.

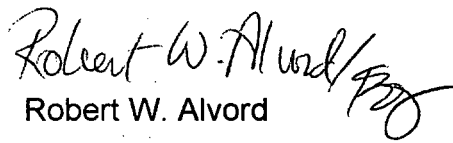
*Carmentis Parts - Kim Bartman*

Mr. Vernon A. Williams  
October 29, 1996  
Page 2

Also enclosed is a check in the amount of \$22.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

  
Robert W. Alvord

RWA/bg  
Enclosures

20340  
OCT 20 1996

**MEMORANDUM  
OF MASTER EQUIPMENT LEASE AGREEMENT**

This Memorandum will evidence the fact that, the parties hereto have previously entered into that certain Master Equipment Lease Agreement No. 7707987 dated as of October 16, 1996 (the "Lease"), and that certain Lease Schedule No. 001, dated as of October 28, 1996 attached and incorporated by reference thereto, by and between Pitney Bowes Credit Corporation ("Lessor"), having a place of business located at 201 Merritt Seven, Norwalk, Connecticut 06856-5151, and Albright & Wilson Americas Inc. ("Lessee"), having its principal place of business located at 4851 Lake Brook Drive, Glen Allen, Virginia 23060, pursuant to which Lessor has leased to Lessee the Equipment described on Exhibit A hereto, subject to the terms and conditions of said Lease.

IN WITNESS WHEREOF, each of the undersigned pursuant to due corporate authority has caused this Memorandum of Master Equipment Lease Agreement (the "Memorandum") to be duly executed in its respective corporate name by an officer duly authorized and hereby declares pursuant to 28 U.S.C. 1746 under penalty of perjury that this Memorandum is a true and correct document and was executed as of this day 28th of October, 1996.

LESSOR:

LESSEE:

PITNEY BOWES CREDIT CORPORATION

ALBRIGHT & WILSON AMERICAS INC.

BY: Russell D. Piper

By: K P Tully

PRINTED NAME: Russell D. Piper

PRINTED NAME: K P Tully

ITS: Region Credit Manager

ITS: VP

**EXHIBIT A**

<u>QTY</u>	<u>ITEM</u>	<u>MANUFACTURER MODEL &amp; REPORTING MARKS</u>
Nine (9)	1996 16,877 Gallon, Non-Coiled and Insulated Railroad Tank Cars	Trinity Industries, Inc. Lettered WACX 151176 through and including 151184; serial numbers 520198 through and including 520206

and all accessories, attachments, accessions, substitutions thereto.

State of Virginia

County of Henrico

On October 24, 1996 before me, Danila D. Belbrack, Notary Public  
DATE NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Kevin S. Dully, Vice President  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Danila D. Belbrack  
Signature of Notary

#### OPTIONAL

Though the data below is now required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of the form.

#### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

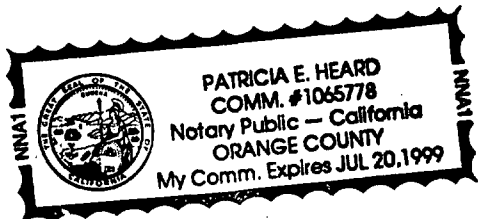
State of California

County of Orange

On October 25, 1996 before me, Patricia E. Heard, Notary,  
DATE NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Russell D. Luper,  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Patricia E. Heard  
Signature of Notary

#### OPTIONAL

Though the data below is now required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of the form.

##### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

##### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

##### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

